

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MEDITERRANEAN SHIPPING CO. S.A. and  
MEDITERRANEAN SHIPPING CO. (USA)  
INC.,

Plaintiff(s),

-against-

ALL AMERICAN PRODUCE CORP.,

Defendant(s).

07-cv-11110 (Baer)

AFFIDAVIT IN SUPPORT OF  
MOTION FOR DEFAULT

STATE OF NEW YORK     )  
                                      )     ss.:  
COUNTY OF NEW YORK    )

JORGE A. RODRIGUEZ, being duly sworn, deposes and says:

1. I am a member of the Bar of this Court and am associated with the firm of MAHONEY & KEANE, LLP, attorneys for Plaintiffs in the above-entitled action and I am familiar with all the facts and circumstances in this action.

2. I make this affidavit pursuant to Rule 55.1 and 55.2(a) of the Civil Rules for the Southern District of New York, in support of Plaintiffs' application for the entry of a default judgment against Defendant ALL AMERICAN PRODUCE CORP. ("ALL AMERICAN").

3. Herewith attached are true copies of the following:

Exhibit 1. Summons and Complaint;

Exhibit 2. Affidavit of Service;

Exhibit 3. Statement of damages;

Exhibit 4. Supporting documentation;

Exhibit 5. Stipulation of Settlement;

Exhibit 6. Clerk's certificate; and

Exhibit 7. Proposed order

4. Plaintiffs commenced this action against Defendants for unpaid freight charges. (Ex. 1).

5. Jurisdiction of the subject matter is based on 28 USC § 1333 and admiralty/maritime jurisdiction. (Id.).

6. This action was commenced on or about December 7, 2007 by the filing of the summons and complaint. (Id.). The summons and complaint were served on defendant on January 30, 2008 by personally delivering said documents to GEORGE RODRIGUEZ, JR, authorized by appointment or law to receive service of process on behalf of defendant, at the defendant's place of business. (Ex. 2). Proof of service by the Special Process Server was filed. (Id.).

7. Subsequent to the service of the Summons and Complaint, Mr. Jorge Rodriguez, the representative of ALL AMERICAN, contacted the undersigned and asked that the matter be settled without further intervention of the Court.

8. As a result, the parties entered into a stipulation of settlement, whereby Defendant was required to pay a total of \$6,311.58, in consideration for Plaintiffs' dismissal of the underlying action. (Ex. 5).

9. The terms of the stipulation required that the payments be made in three equal installments of \$2,103.86. (Id.).

10. Under the terms of the stipulation, the first of the three payments was to be made five days after Defendant's execution of the stipulation of settlement. (Id.). The second payment was due thirty days after the initial payment, or in any event, no later than May 20, 2008. (Id.). The

third payment was due sixty days after the initial payment, or in any event, no later than June 20, 2008. (Id.).

11. Defendant made the initial payment, as per the terms of the stipulation.

12. Defendant, thereafter, failed to provide any additional payments.

13. The undersigned attorney contacted Defendant via email and telephone, in an effort to resolve Defendant's default. However, Defendant failed to provide payment for the amounts outstanding under the terms of the stipulation.

14. Defendant has not answered the Complaint and the time for the Defendant to answer the Complaint has expired.

15. Defendant has, likewise, defaulted on its obligation under the settlement agreement.

16. This motion seeks judgment for the liquidated amount of \$4,207.72, plus costs, fees and disbursements in the amount of \$469.95, for a total of \$4,677.67, plus interest at the legal rate in effect in this jurisdiction. (Ex. 3).

17. The amounts demanded are justly due and owing, no part of which has been paid, though duly demanded.

18. The defendant is not an infant or incompetent.

19. The disbursements sought to be taxed have been made in this action or will necessarily be made herein.

WHEREFORE, Plaintiffs request the entry of Default and the entry of the annexed Judgment against Defendant.

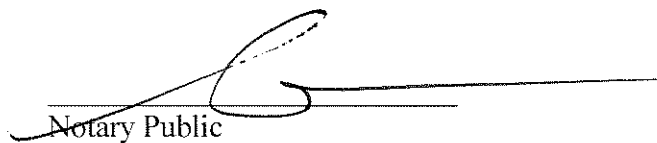
By:



Jorge A. Rodriguez

Sworn to before me this

18<sup>th</sup> day of July, 2008



Notary Public

GARTH S. WOLFSON  
NOTARY PUBLIC  
State of New York No. 02W05076944  
Qualified in New York County  
Term Expires  
4/24/2011

# Exhibit 1

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MEDITERRANEAN SHIPPING CO. S.A.  
and MEDITERRANEAN SHIPPING CO.  
(USA) INC.,

Plaintiff(s),

-against-

ALL AMERICAN PRODUCE CORP.,

Defendant(s).

SUMMONS IN A CIVIL ACTION

Case No. 07 CIV

07 CV 11110

JUDGE BAER

TO: (name and address of defendants)

ALL AMERICAN PRODUCE CORP.  
426 S.W. 8<sup>th</sup> Street, #8  
Miami, FL 33130

**YOU ARE HEREBY SUMMONED** and required to serve on PLAINTIFF'S ATTORNEY  
(name and address)

MAHONEY & KEANE, LLP  
111 Broadway, 10<sup>th</sup> Floor  
New York, NY 10003  
(212) 385-1422

an answer to the complaint which is served on you with this summons, within **twenty (20)** days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

DEC 07 2007

CLERK

DATE

DEPUTY CLERK

*Marcos Quintero*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JUDGE BAER

MEDITERRANEAN SHIPPING CO. S.A.  
and MEDITERRANEAN SHIPPING CO.  
(USA) INC.,

Plaintiff(s),

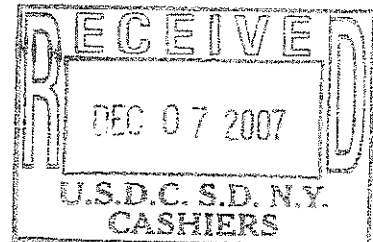
-against-

ALL AMERICAN PRODUCE CORP.,

Defendant(s).

07 CIV

COMPLAINT



PLEASE TAKE NOTICE that Plaintiff(s), MEDITERRANEAN SHIPPING CO. S.A. and MEDITERRANEAN SHIPPING CO. (USA) INC., (collectively "MSC"), by their attorneys, MAHONEY & KEANE, LLP, as and for a Complaint against Defendant(s), ALL AMERICAN PRODUCE CORP., ("ALL AMERICAN"), allege, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is based upon 28 U.S.C. § 1333, as well as the Court's pendent, supplementary and ancillary jurisdiction.
2. Plaintiff MEDITERRANEAN SHIPPING CO. S.A. is a legal entity duly organized and existing pursuant to the laws of a foreign country.
3. Plaintiff MEDITERRANEAN SHIPPNG CO. (USA) INC. is a legal entity duly organized and existing pursuant to the laws of the United States with offices and a place of business located in the Southern District.

4. Defendant ALL AMERICAN is a business entity organized and existing pursuant to the laws of the United States with offices and a place of business located at 426 S.W. 8<sup>th</sup> Street, #8, Miami, FL 33130.

5. The United States District Court for the Southern District of New York is the proper venue for this action, as Plaintiff MSC resides and/or maintains a principal place of business in the Southern District of New York.

6. The Southern District is also the proper venue for this action pursuant to the Law and Jurisdiction Clause of the applicable contract.

7. Plaintiffs sue on their own behalf and as agents and trustees on behalf of any other party who may now have or hereinafter acquire an interest in this action.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANT ALL AMERICAN

8. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "7" as if specifically set forth herein at length.

9. At all times relevant herein, Defendant ALL AMERICAN entered into agreements, service contracts, contracts of affreightment, charter agreements and/or bills of lading, with Plaintiff for the carriage, storage, handling, care and/or maintenance of Defendant's cargoes by Plaintiff in consideration for payments by Defendant to Plaintiff for said services.

10. Plaintiff duly performed all duties and obligations required to be performed by Plaintiff in connection with Defendant's goods.

11. Defendant wrongfully, willfully, negligently and/or fraudulently breached the terms of the subject agreement(s) by, *inter alia*, failing to pay freight, dead freight, demurrage, detention, port fees, tariffs and other associated costs.



12. As a result of Defendant's breach of the subject agreements and Plaintiff has incurred, and will continue to incur, costs and expenses for which Defendant is liable under the terms of the agreements and at law.

13. Plaintiff has placed Defendant on notice of its claim that Defendant has breached the subject agreements and violated Plaintiff's rights under the law.

14. Despite Plaintiff's repeated demands, Defendant has failed to pay the Plaintiff's damages due and owing under the agreements and at law.

15. By reason of the foregoing, Plaintiff has sustained damages in the amount of \$4,855.06, together with interest, costs, fees, and expenses.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANT ALL

AMERICAN

16. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "15" as if specifically set forth herein at length.

17. Defendant has an account stated with the Plaintiff.

18. By reason of the foregoing, Plaintiff has sustained damages in the amount of \$4,855.06, together with interest, costs, fees, and expenses.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANT ALL AMERICAN

19. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "18" as if specifically set forth herein at length.

20. Plaintiff is due from Defendant the quantum meruit of Plaintiff's services.

WHEREFORE, Plaintiff prays:

(A). that judgment be entered in favor of Plaintiff for an amount exceeding **four thousand eight hundred and fifty-five dollars and six cents \$4,855.06**, plus interest, fees, including attorneys' fees, costs, and disbursements;

(B). that Court process be issued against the Defendant; and

(C). that Plaintiff be granted such other and further relief as the Court may deem just and proper.

Dated: New York, New York

December 5, 2007

MAHONEY & KEANE, LLP  
Attorneys for Plaintiffs  
MEDITERRANEAN SHIPPING CO. S.A. and  
MEDITERRANEAN SHIPPING CO. (USA)  
INC.

By: 

Jorge A. Rodriguez (JR 2162)  
111 Broadway, Tenth Floor  
New York, New York 10006  
Tel (212) 385-1422  
Fax (212) 385-1605  
Our File No. 12/3507/B/07/12

SERVICE LIST

ALL AMERICAN PRODUCE CORP.  
426 S.W. 8<sup>th</sup> Street, #8  
Miami, FL 33130

# Exhibit 2



AO 440 (Rev. 10/93) Summons in a Civil Action

## RETURN OF SERVICE

SERVICE OF: **SUMMONS, COMPLAINT**  
EFFECTED (1) BY ME: **OUT OF STATE**  
TITLE: **PROCESS SERVER**

DATE: 1-30-08

CHECK ONE BOX BELOW TO INDICATE APPROPRIATE METHOD OF SERVICE:

☒ Served personally upon the defendant:

ALL AMERICAN PRODUCE CORP.

George Rodriguez Jr. man Agent

Place where served:

420 SW 8th St. #8 Miami FL 33130

☐ Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left:

Relationship to defendant: Managing Agent

Description of person accepting service:

SEX: M AGE: 25 HEIGHT: 5'8 WEIGHT: 140 SKIN: Brown HAIR: Black OTHER: \_\_\_\_\_☒ To the best of my knowledge, said person was not engaged in the U.S. Military at the time of service

## STATEMENT OF SERVER

TRAVEL \$ \_\_\_\_\_

SERVICES \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

## DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in this Return of Service and Statement of Server is true and correct.

DATE: 1/30/2008

[Signature] L.S.  
SIGNATURE OF OUT OF STATE  
GUARANTEED SUBPOENA SERVICE, INC.  
2009 MORRIS AVENUE  
UNION, NJ 07083

ATTORNEY: JORGE A. RODRIGUEZ, ESQ.  
PLAINTIFF: MEDITERRANEAN SHIPPING CO., ET AL  
DEFENDANT: ALL AMERICAN PRODUCE CORP.  
VENUE: SOUTHERN DISTRICT  
DOCKET: 07 CV 11110

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

RR

# Exhibit 3

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MEDITERRANEAN SHIPPING CO. S.A.  
and MEDITERRANEAN SHIPPING CO.  
(USA) INC.,

Plaintiff(s),

-against-

ALL AMERICAN PRODUCE CORP.,

Defendant(s).

07-cv-11110 (Baer)

STATEMENT OF DAMAGES

Stipulated settlement amount.....	\$6,311.58
Payment made.....	(\$2,103.86)
Costs and Disbursements:	
Clerk's filing fee.....	\$350.00
Process server fee.....	\$119.95
Total.....	\$4,677.67

# Exhibit 4



420 Fifth Ave. New York, NY 10018  
 PH: (212) 764-4800 Fax: (212) 764-6599

# FREIGHT INVOICE

Page 1 of 1

Invoice Number : MSCUPO319896	Vessel / Voyage : MSC BELEM 38R
BOL Number : MSCUPO319896	Place of Receipt :
Booking Number(s): LIM42356	Port of loading : Paia
Arrival Date : 13-May-2007	Port of discharge : PORT EVERGLADES
	Place of delivery :

Bill To: WORLD LOGISTICS LLC  
 1471 NW 21 ST.  
 Miami, FL 33142

REFERENCE #:

PARTICULARS FURNISHED BY SHIPPER "CARRIER HAS NO MEANS TO VERIFY CORRECTNESS"					
CONTAINER NUMBER	CONTAINER TYPE	PKGS	U.M.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT
MSCU7414971	40' High Cube Reefer			1071 BOXES FRESH LEMON FREIGHT COLLECT TEMPERATURE 8C VENTILACION 30 % HUMEDAD 95 % "THE REEFER TEMPERATURE TO BE SET AT +8 DEGREES CELSIUS IN ACCORDANCE WITH SHIPPER'S INSTRUCTIONS" SHIPPER DECLARES THAT ANY APPLICABLE WOOD PACKAGING MATERIALS COMPLY UTT ISPM 15 REGULATIONS. FAILURE TO COMPLY WILL RESULT IN CONTAINERS BEING RETURNED TO LOAD PORT OR CARGO DESTROYED - ALL COSTS, FINES, PENALTIES WILL BE FOR SHIPPERS ACCOUNT.	20,050.00 kgs.
MSCU0056311					44,202.68 lbs.
1123870					0.00 cu. m.
					0.00 cu. ft.

REMARKS: (REMARKS TO BE MADE BY SHIPPER)

Bill of Lading Issued by DEX

any documents, including bills of lading, are exempt from the U.S. in accordance with the export administration regulations. Diversion contrary to U.S. law prohibited.

FREIGHT & CHARGES		Unit	Unit Rate	Amount	Type	Paid At	Each Rate
ISPS Import			USD 6.00	USD 6.00	C		
Ocean Freight			USD 4,800.00	USD 4,800.00	C		
Wharfage			USD 49.06	USD 49.06	C		
Total				USD 4,855.06			

Released at:  
MEDITERRANEAN SHIPPING  
COMPANY





All American Produce Corp.  
2140 NW 13<sup>th</sup> Ave  
Miami, FL 33142  
May 18, 2007

cc: J. CORDOVA

Mediterranean Shipping Company  
Jose Moreno  
8200 NW 52nd Ter # 301  
Doral, FL 33166  
Telephone: (305) 477-9277

Dear Mr Moreno:

This letter is to inform you that we placed a stop payment on check #1345 which was used to pay for freight charges for container # MSCU-741497-1. We took that action due to the fact that the commodity which we received, limes, were received in poor condition. A claim has already been opened with your cargo claims department as the container which shipped on April 18<sup>th</sup> 2007, did not arrive up until May 15<sup>th</sup> 2007; extending the original transit time by more than 2 weeks.


The shipper is:

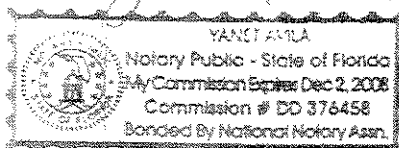
Agroexport Elite S.A.C

M2 PR LTE S/N URB BELLAMAR IERA ETAPA

AV UNIVERSITARIA LA NVO CHIMBOTE

Sincerely,

  
Jorge Rodriguez  
President.



Jorge Rodriguez who is  
\* personally known to me

State of FL  
County of Dade

\*061100606\*

03/31/2007

0142238420

is a LEGAL COPY of your  
check. You can use it the same  
way you would use the original  
check.

RETURN REASON (C)  
STOP PAYMENT

2002/6/2/50 422006422

ALL AMERICAN EXPRESS CORP

RETURN REASON (C)  
STOP PAYMENT

1345

15-07

\$ 4,855.06

Four thousand Eight hundred Fifth Five 00/100 DOLLARS

WACHOVIA

11507031986

FOR MRC017414931

0001345 0067006432 2000032181526 0000485506

#259,170 5/25/07

#186416

0001345 0067006432

2000032181526 0000485506

RETURN NOTICE

The following items previously deposited to your account were returned unpaid. These items have been charged back to your account along with any applicable return item fees. Please deduct the total amount listed below from your account balance.

Return Reason	Check Number	Account Number	Check Amount	Fee Amount
STOP PAYMENT	1345	2000032181526	\$ 4855.06	\$ 0.00
Sequence: 0142238420				
TOTAL: 1 RETURN(S)			\$ 4855.06	\$ 0.00

### Important Information About Your Checking Account - Substitute Checks and Your Rights

#### What is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just as the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

#### What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from

your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of the refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of the refund if an account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

#### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact your bank representative. You must

contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you have agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

#### Your claim must include the following items:

- (1) A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- (2) An estimate of the amount of your loss;
- (3) An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- (4) A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the date the check was written, the name of the person to whom you wrote the check, the name of the person signing the check (you or joint account holder), and the amount of the check.

# Exhibit 5

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MEDITERRANEAN SHIPPING CO. S.A.  
and MEDITERRANEAN SHIPPING CO.  
(USA) INC.,

Plaintiff(s),

-against-

ALL AMERICAN PRODUCE CORP.,

Defendant(s).

**07-cv-11110 (Baer)**

STIPULATION OF SETTLEMENT

IT IS HEREBY STIPULATED AND AGREED, by and between the attorneys for Plaintiff, MEDITERRANEAN SHIPPING CO. S.A. and MEDITERRANEAN SHIPPING CO. (USA) INC. ("MSC") and Defendant, ALL AMERICAN PRODUCE CORP. ("ALL AMERICAN"), that this action and all claims, cross-claims and counter-claims are settled as follows:

1. Defendant ALL AMERICAN agrees to pay a total of six thousand three hundred and eleven dollars and fifty-eight cents (\$6,311.58) in consideration for Plaintiffs' dismissal of the foregoing action.
2. Said payment shall be disbursed by ALL AMERICAN in three equal installments of \$2,103.86, each, to be made by certified or bank check. All checks are to be made payable to Mediterranean Shipping Company and Mahoney & Keane, as attorneys.
3. Defendant agrees to provide the first of the referenced payments within five days of the execution of this settlement agreement.
4. Defendant agrees to provide the second of the referenced payments within thirty days of the initial payment, or, in any event, no later than May 20, 2008.
5. Defendant further agrees to provide the third of the referenced payments within sixty days of the initial payment, or, in any event, no later than June 20, 2008.
6. Plaintiffs' Notice of Discontinuance shall be held in escrow by Plaintiff's attorneys until

the aforesaid payment is made.

7. This Stipulation may be executed in counterparts, and each counterpart shall be and constitute a part of this Stipulation, and all counterparts together shall constitute the original Stipulation.

Dated: New York, New York

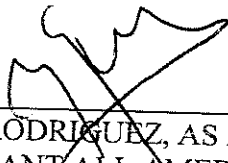
May 5  
~~April~~, 2007

MAHONEY & KEANE, LLP  
Attorneys for Plaintiffs  
MEDITERRANEAN SHIPPING CO. S.A. and  
MEDITERRANEAN SHIPPING CO. (USA) INC.

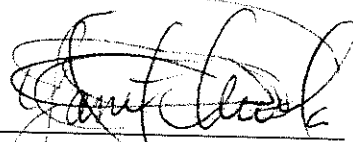
By: 

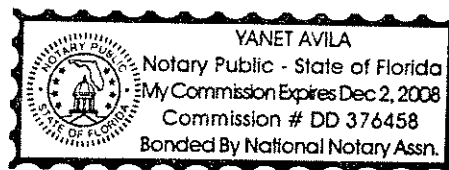
Jorge A. Rodriguez, Esq. (JR 2162)  
111 Broadway, Tenth Floor  
New York, New York 10006  
Tel (212) 385-1422  
Fax (212) 385-1605  
Our File No. 12/3507/B/07/12

Dated:

  
(L.S.)  
JORGE RODRIGUEZ, AS AGENT OF  
DEFENDANT ALL AMERICAN PRODUCE  
CORP.

Sworn to before me this  
24 day of April, 2008

  
Notary Public



# Exhibit 6

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MEDITERRANEAN SHIPPING CO. S.A.  
and MEDITERRANEAN SHIPPING CO.  
(USA) INC.,

Plaintiff(s),

-against-

ALL AMERICAN PRODUCE CORP.,

Defendant(s).

**07-cv-11110 (Baer)**

CLERK'S CERTIFICATE

I, J. MICHAEL MCMAHON, Clerk of the United States District Court for the Southern District of New York, do hereby certify that this action commenced on December 7, 2007 with the filing of a summons and complaint, a copy of the summons and complaint was served on defendants ALL AMERICAN PRODUCE CORP., by personally serving GEORGE RODRIGUEZ, JR., authorized by appointment or law to receive service of process, at defendants' place of business, and proof of such service thereof was filed on February 12, 2008.

I further certify that the docket entries indicate that the defendants have not filed an answer or otherwise moved with respect to the complaint herein. The default of the defendants is hereby noted.

Dated: New York, New York

July 8, 2008

J. MICHAEL MCMAHON  
Clerk of the Court

By:

Deputy Clerk



# Exhibit 7

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MEDITERRANEAN SHIPPING CO. S.A.  
and MEDITERRANEAN SHIPPING CO.  
(USA) INC.,

Plaintiff(s),

-against-

ALL AMERICAN PRODUCE CORP.,

Defendant(s).

07-cv-11110 (Baer)

**DEFAULT JUDGMENT**

This action having been commenced on December 7, 2007, by the filing of the Summons and Complaint, and a copy of the Summons and Complaint in this action having been duly served on defendant ALL AMERICAN PRODUCE CORP., on January 30, 2008, by personally delivering copies of said documents to GEORGE RODRIGUEZ, JR., authorized by appointment and/or law to accept service on behalf of defendant, at defendant's principal place of business, and proof of service having been filed on February 12, 2008, and said defendant having failed to plead or otherwise defend this action, and the time for answering the Complaint having expired, it is,

ORDERED, ADJUDGED and DECREED: That plaintiffs have a judgment against defendant in the liquidated amount of **\$4,207.72**, the amount claimed, plus **\$469.95** in costs, disbursements and attorney fees, amounting in all to the sum of **\$4,677.67**, plus interest at the legal rate in effect on the date of this judgment; and, that the plaintiffs have execution therefor.

Dated: New York, NY

\_\_\_\_\_, 2008

By: \_\_\_\_\_  
U.S.D.J.

STATE OF NEW YORK :  
SS.:  
COUNTY OF NEW YORK :

ARLINE VALENTI, being duly sworn, deposes and says: I am not a party to the action, am over 18 years of age and reside in, Staten Island, New York.

On July 18, 2008, I served a true copy of the annexed **NOTICE OF MOTION WITH SUPPORTING PAPERS**

TO: ALL AMERICAN PRODUCE  
426 S.W. 7TH STREET, #8  
MIAMI, FLORIDA 33130

on this date by mailing the same in a sealed envelope, with postage prepaid thereon, in an official depository of the U.S. Postal Service.

  
ARLINE VALENTI

Sworn to before me on this  
18<sup>TH</sup> day of July, 2008

  
\_\_\_\_\_  
Notary Public

JORGE RODRIGUEZ  
NOTARY PUBLIC  
State of New York No. 02RO6128023  
Qualified in New York County  
Term Expires 06/06/2009